

Book 812/ce

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ASSIGNMENT OF LEASE

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Oronogo Mutual Mining Company, a Missouri Corporation, does hereby set over, transfer and assign to Earl C. Touts and William R. Sharp, the Tailings lease attached to this assignment executed on the 13th day of April, 1953, to them by William R. Sharp, Earl C. Touts upon the premises therein described.

The undersigned Oronogo Mutual Mining Company does hereby covenant and agree to warrant and defend the title to the lease hereby assigned into the said Earl C. Touts and William R. Sharp, their heirs, executors, administrators and assigns against the lawful claims of all and every person whomsoever.

ORONOGO MUTUAL MINING COMPANY

Guy H. Waring
Its President



William R. Sharp
Secretary

STATE OF MISSOURI
County of Jasper

On this 14th day of May, 1953, before me appeared Guy H. Waring, to me personally known, who, being by me duly sworn, did say that he is the president of Oronogo Mutual Mining Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Guy H. Waring acknowledged said instrument to be the free act and deed of said corporation.

Lee B. ...

My Commission expires April 17, 1954
by Commission Expires

SUPERFUND RECORDS
40116172

CR107

LEASE AGREEMENT

THIS AGREEMENT, Made on this 23d day of April, 1953, between the Childress Royalty Company, a Delaware Corporation, hereinafter designated as First Party, and Oronogo Mutual Mining Company, a Missouri Corporation, hereinafter designated as Second Party, WITNESSETH:

For and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Second Party, or its assigns, the First Party does hereby give and grant unto the Second Party the exclusive right to enter upon and remove, sell and dispose of all tailings, chata, boulders and rock from the following described land, situated in Jasper County, Missouri, to-wit:

All of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Twenty-eight North (28N.), Range Thirty-two West (32W.); also the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the East One-Half (E $\frac{1}{2}$) of Lot One (1) of the Northeast Quarter (NE $\frac{1}{4}$) of Section One (1), Township Twenty-eight North (28 N), Range Thirty-three West (33 W);

This lease is made subject to the following agreements and conditions:

1. The term of this lease shall be five (5) years, beginning April 23, 1953. The Second Party covenants and agrees to pay the First Party as rent or royalty for all tailings, chata, boulders and rock removed from said land by Second Party, during the entire term of this lease-agreement, an amount equal to five cents (5¢) for each two thousand pound (2000 lb.) ton of such tailings, chata, boulders and rock, removed from said land during the term of this lease, and to make payment not later than the 10th day of each month, during the term of this lease-agreement for all such tailings, chata, boulders and rock removed by Second Party from said land during the preceding calendar month. This lease-agreement shall be subject to a five (5) year renewal, provided all terms have been carried out in a bona fide manner.

2. It is further understood and agreed that during each year of this agreement, beginning with the year starting April 21, 1953, and ending April 22, 1954, and for each succeeding year thereafter; during the life of this agreement, the minimum amount which First Party shall receive as rents and royalties hereunder, from Second Party, regardless of whether a sufficient amount of tailings, chits, boulders, or rock have been removed to amount to such sum or not, shall be an amount equal to the gross amount of all taxes levied and assessed against the above described land for that year. Since eleven months of each yearly period are in one taxable year, and one month is in the next, the amount of the taxes shall be figured for each year, on the basis of the year which contains the eleven months. If the rentals and royalties paid during any year, shall have not been sufficient to equal the minimum herein provided for, the balance, if any, shall be due and payable on the last day of each year during this contract. Before the end of each year hereunder, First Party shall make available for examination by Second Party receipts or statements so that the correct amount of each year's taxes for the above described land may be determined.

3. The Second Party agrees to keep all waterways and private roadways on said land open, and to conduct its operations under this lease so as not to interfere with any mining and milling operations on said land.

4. The Second Party agrees to keep a complete record of all chits and boulders sold and removed from said land, together with the dates, numbers and initials of cars loaded and the description and capacity of trucks loaded, dates of shipment, weights, and to whom shipped, which said records shall be subject to the inspection of First Party or their representatives, during regular business hours; and the Second Party hereby consents to the First Party or their representatives, securing information from Railroad Companies or Truckers relative to quantities of chits, tailings,

boulders and rock removed and shipped from said land, together with the dates, weights and to whom shipped.

5. The Second Party, or its assigns, is hereby granted the privilege of removing any and all of its equipment, including buildings placed on said land, at the termination of this agreement by expiration or forfeiture, after all royalties and amounts due First Party have been paid, such equipment and buildings to be removed from said land within ninety (90) days after such termination of this agreement.

6. It is agreed that in case of the failure of Second Party to pay any royalty, minimum or otherwise, promptly when due, or to perform any other term or condition herein contained, and if Second Party shall fail to pay such past due royalties or correct such failure to perform any other condition within thirty (30) days after notice in writing from First Party, First Party may declare an ouster and re-enter and take possession of said land. But in such event, the obligation of Second Party to pay the minimum rentals or royalties as herein provided, shall not cease, that is to say, if the amount due for material sold at said time under the terms of this contract does not equal the amount of the tax assessments against said land for the year in which said ouster is declared, or proportionate part thereof, said Second Party will be liable for the difference in the said two amounts to First Party, and all of the property of Second Party on said premises shall be impressed with a lien in favor of First Party for such amount, and Second Party shall not remove any of its property from said premises until such amount due First Party is paid in full.

7. If, at any time, during the five (5) year period of this lease, the Second Party shall have removed from said land all merchantable tailings, cherts, boulders and rock located thereon, said Second Party, at its option, may terminate this lease and its obligation to pay rental and royalties hereunder, by giving

Eighty thirty (30) days notice in writing of its intention
so to do.

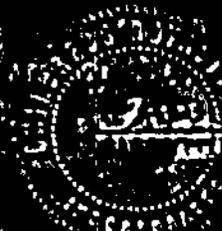
B. The tailings, chata, boulders and rock, this contract
intends to cover are the tailings, chata, boulders and rock, now
on the surface of the above described land and placed there as a
result of mining operations carried on on the above described land
prior to the date of this contract.

C. This agreement shall be binding upon the parties
hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been executed,
in duplicate, each executed copy to be regarded as an original on
the day and year first above written.

CHILDRESS ROYALTY COMPANY

Saul Childress
Its President
First Party



Frank R. Macdonald
Its Secretary

ONTARIO MUTUAL MINING AGENCY

Guy H. Manning
Its President
Second Party

William C. Spindley
Secretary

STATE OF MISSOURI }
 } SS
COUNTY OF JASPER }

On this 1st day of May, 1953, before me appeared

Paul Childress, to me personally known, who being by me duly sworn, did say that he is the President of CHILDRESS ROYALTY COMPANY, a Delaware Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Paul Childress acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year first so written.

Fern Shipley
Notary Public within and for said
County and State

My Commission expires: Dec 17, 1954

STATE OF MISSOURI }
 } SS
COUNTY OF JASPER }

On this 22nd day of April, 1953, before me appeared

Henry A. Pearson, to me personally known, who being by me duly sworn, did say that he is the President of the GURDON MINERAL MINING COMPANY, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Henry A. Pearson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Gladstone, Missouri, the day and year first so written.

Harold B. Brown
Notary Public within and for said
County and State.

My Commission expires: January 13, 1954

State of Missouri }
County of Jasper }

FILED FOR RECORD

at... AUG 27 1955

Virginia D. Adams
Recorder